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<b>State:</b>	District of Columbia	<b>Filing Company:</b>	CMFG Life Insurance Company
<b>TOI/Sub-TOI:</b>	A08G Group Annuities - Unallocated/A08G.003 Deposit Administration		
<b>Product Name:</b>	Guaranteed Account		
<b>Project Name/Number:</b>	Guaranteed Account 403(b) Qualifying Endorsement/		

## Filing at a Glance

Company:	CMFG Life Insurance Company
Product Name:	Guaranteed Account
State:	District of Columbia
TOI:	A08G Group Annuities - Unallocated
Sub-TOI:	A08G.003 Deposit Administration
Filing Type:	Form
Date Submitted:	09/04/2015
SERFF Tr Num:	CUNA-130228953
SERFF Status:	Submitted to State
State Tr Num:	
State Status:	
Co Tr Num:	2015-403(B)-END
Implementation	On Approval
Date Requested:	
Author(s):	Brenda Sievers, Kari Hamrick, Kathy Strauser, Kimberly Steggall, Jacquie Crader, Glenn Jones
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Implementation Date:	

**State:** District of Columbia **Filing Company:** CMFG Life Insurance Company  
**TOI/Sub-TOI:** A08G Group Annuities - Unallocated/A08G.003 Deposit Administration  
**Product Name:** Guaranteed Account  
**Project Name/Number:** Guaranteed Account 403(b) Qualifying Endorsement/

## General Information

Project Name: Guaranteed Account 403(b) Qualifying Endorsement  
Project Number:  
Requested Filing Mode: Review & Approval  
Explanation for Combination/Other:  
Submission Type: New Submission  
Group Market Type: Employer  
Filing Status Changed: 09/04/2015  
State Status Changed:  
Created By: Kathy Strauser  
Corresponding Filing Tracking Number:

Status of Filing in Domicile: Authorized  
Date Approved in Domicile: 09/03/2015  
Domicile Status Comments:  
Market Type: Group  
Group Market Size: Small and Large  
Overall Rate Impact:  
Deemer Date:  
Submitted By: Kathy Strauser

### Filing Description:

The form included in this filing is being submitted for your review and approval. It is a new form, in final print, with the exception of ink, font style, paper stock and logo.

This submission contains no unusual or possibly controversial items from normal company or industry standards.

Form 2015-403(b)-END, Contract Endorsement, is a new form that will be issued with the Company's group annuity product to qualify it as a plan established in accordance with the provisions of Section 403(b) of the Internal Revenue Code. It will be used with the forms previously-approved by the Department as listed below:

Forms: 2009-DA, DP-2014-DA-END and 2014-DA-END, most recently approved by the Department on 11/20/2014, under SERFF Tracking# CUNA-129776371.

This form was written to IRS guidelines/language. The Company thereby considers it exempt from Readability score requirements.

Thank you for your review of this submission.

## Company and Contact

### Filing Contact Information

Kathy Strauser, Consultant, Rate & Form Compliance  
2000 Heritage Way  
Waverly, IA 50677

kathy.strauser@cunamutual.com  
319-483-3510 [Phone]

### Filing Company Information

CMFG Life Insurance Company  
2000 Heritage Way  
Waverly, IA 50677  
(319) 352-4090 ext. [Phone]

CoCode: 62626  
Group Code: 306  
Group Name:  
FEIN Number: 39-0230590

State of Domicile: Iowa  
Company Type:  
State ID Number:

**State:** District of Columbia**Filing Company:** CMFG Life Insurance Company**TOI/Sub-TOI:** A08G Group Annuities - Unallocated/A08G.003 Deposit Administration**Product Name:** Guaranteed Account**Project Name/Number:** Guaranteed Account 403(b) Qualifying Endorsement/

## Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	CMFG Life Insurance Company
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## Form Schedule

### Lead Form Number: 2015-403(b)-END

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		403(b) Annuity Endorsement	2015-403(b)-END	POLA	Initial			2015-403(b)-END.pdf

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages

**Endorsement Effective Date:** Same as Group Annuity Contract

This Endorsement is made a part of the Group Annuity Contract (the "Contract") to which it is attached. All terms defined in the Contract have the same meaning where used in this Endorsement. In this Endorsement, the Contractholder will be called "you", "your" or "yours". In the Contract to which this Endorsement is attached, an "employee", "distributee" or "Participant" is referred to as an "annuitant".

The purpose of this Endorsement is to include, as of the Endorsement Effective Date, certain provisions in the Contract regarding employee benefit plans that meet the requirements of Code section 403(b); and to qualify the Contract as a tax deferred annuity under Code section 403(b) with respect to such plans. This Endorsement does not apply to any plans that are not subject to Code section 403(b).

In any conflict between the terms of this Endorsement and any other section of the Contract, this Endorsement will govern.

- A. Code Section 403(b) Plan.** Contracts with this Endorsement shall not be purchased under a plan qualified under Code section 401(a) or 403(a) or purchased under an eligible governmental plan under Code section 457(b).
- B. Nonforfeitability.** The rights of an employee under the Contract (disregarding rights to future contributions) shall be nonforfeitable. An employee's rights under the Contract fail to be nonforfeitable unless the employee for whom the Contract is purchased has at all times a fully vested and nonforfeitable right, within the meaning of the Treasury Regulations under Code section 411, to all benefits provided under the Contract.
- C. Nondiscrimination.** Unless the Contract is purchased by a church, the Contract must be purchased under a plan that satisfies Code section 403(b)(12).
- D. Limitation on contributions.** Contributions made under a salary reduction agreement to this Contract and any other 403(b) annuity contract owned by you shall not exceed the applicable annual limit under Code section 402(g), except as may otherwise be permitted under Code section 414(v).
- E. Nontransferability.** The Contract shall be nontransferable within the meaning of Code section 401(g) and the Treasury Regulations thereunder.
- F. Minimum required distributions.** Except to the extent otherwise permitted by Treasury Regulations or other applicable law, the requirements of Code section 401(a)(9), including the minimum incidental death benefit requirements of Code section 401(a)(9)(G), shall apply to distributions from the Contract in the manner applicable under Code section 403(b)(10).
- G. Rollovers.** A distributee may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. For this purpose, the following definitions and rules apply:
  - 1.) Eligible rollover distribution. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code section 401(a)(9) as made applicable by Code section 403(b)(10); any distribution made upon the hardship of the Participant; and any other amounts designated in applicable federal tax guidance. The term eligible rollover distribution shall not include the portion of any distribution that is not includible in gross income except to the extent that such amount is paid directly to an eligible retirement plan that is an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), or an annuity described in Code section 403(b) or qualified trust described in Code section 401(a) or 403(a) and such annuity or trust agrees to separately account for such amounts so transferred, including separately accounting for the portion of such distribution that is includible in gross income and the portion that is not so includible.

- 2.) Eligible Retirement Plan. An eligible retirement plan is an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code sections 403(a) or 403(b), a qualified trust described in Code section 401(a), or an eligible deferred compensation plan described in Code section 457(b) which is maintained by an eligible governmental employer described in Code section 457(e)(1)(A), that accepts the distributee's eligible rollover distribution.
- 3.) Distributee. You are a distributee whether you are an employee or former employee. In addition, your surviving spouse or your spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in ERISA section 206(d), are distributees with regard to the interest of the spouse or former spouse.
- 4.) Nonspouse Beneficiary. To the extent permitted by Code section 402(c)(11) and applicable federal tax guidance thereunder, a direct trustee-to-trustee transfer may be made to an individual retirement account described in Code section 408(a) or an individual retirement annuity described in Code section 408(b) of an individual who is your designated beneficiary but who is not your surviving spouse if such transfer would be an eligible rollover distribution but for that the distribution is not being made to you or your surviving spouse.
- 5.) Direct Rollover. A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

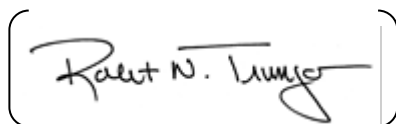
**H. Limitation on incidental benefits.** The Contract shall satisfy the incidental benefit requirements of Code section 401(a).

**I. Maximum annual additions.** Annual additions to the Contract shall not exceed the applicable limitations of Code section 415(c) (treating contributions and other additions as annual additions).

**J. Distribution Restrictions.**

- 1.) Salary reduction contributions. Except to the extent otherwise permitted or limited by Treasury Regulations or other applicable law, contributions to the Contract made pursuant to a salary reduction agreement and earnings related thereto may be distributed only:
  - a.) After the Participant attains age 59 ½;
  - b.) After the Participant has a severance from employment;
  - c.) After the Participant dies;
  - d.) After the Participant becomes disabled within the meaning of Code section 72(m)(7);
  - e.) After the Participant experiences a hardship within the meaning of Code section 403(b)(11)(B) (in which case the distribution may not include earnings); or
  - f.) After termination of the plan of which this Contract is a part.
- 2.) Nonelective employer contributions. Except to the extent otherwise permitted or limited by Treasury Regulations or other applicable law, nonelective contributions to the Contract made by your employer may be distributed only:
  - a.) After two years have elapsed since the nonelective contribution was made;
  - b.) After the Participant attains age 59 ½;
  - c.) After the Participant has a severance from employment;
  - d.) After the Participant dies;
  - e.) After the Participant becomes disabled within the meaning of Code section 72(m)(7);
  - f.) After the Participant experiences a hardship within the meaning of Code section 403(b)(11)(B); or
  - g.) After termination of the plan of which this Contract is a part.

CMFG LIFE INSURANCE COMPANY



President

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## Supporting Document Schedules

Satisfied - Item:	Statement of Variables
Comments:	Attached.
Attachment(s):	2015-403(b)-END Statement of Variability.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Guaranty Fund Form
Comments:	Attached.
Attachment(s):	DC 1456DC 1014.pdf
Item Status:	
Status Date:	

## STATEMENT OF VARIABILITY

403(b) Annuity Endorsement: 2015-403(b)-END

Variable	Explanation
Company Logo	The company logo has been bracketed as a variable to allow for future changes if the company's logo should change. The logo may also be removed.
President Signature	The President's signature has been bracketed as variable to allow for future change if the company's president should change.



# **DISTRICT OF COLUMBIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION INSOLVENCY PROTECTION**

## **SUMMARY OF GENERAL PURPOSES, COVERAGE LIMITATIONS AND CONSUMER PROTECTION**

### **General Purposes**

Residents of the District of Columbia should know that licensed insurers who sell health insurance, life insurance, and annuities should in the District of Columbia are members of the District of Columbia Life and Health Insurance Guaranty Association ("Guaranty Association").

The purpose of the Guaranty Association is to assure that policy or contract holders of certain types of insurance policies and contracts are covered up to the statutory levels of protection of contractual benefits in the unlikely event that a member insurer is unable to meet its financial obligations and found by a court of law to be insolvent. When a member company is found by a court to be insolvent, the Guaranty Association will assess its other member insurers to provide benefits on any outstanding covered claims of persons who reside in the District of Columbia. However, this additional protection provided through the Guaranty Association is subjected to certain statutory limits explained under "Coverage Limitations" section, below. In some cases, the Guaranty Association may facilitate the reassignment of policies or contracts to other licensed insurance companies to keep them in-force, with no change in contractual rights or benefits.

### **Coverage**

The District of Columbia Life and Health Insurance Guaranty Association ("Guaranty Association"), established pursuant to the Life and Health Guaranty Association Act of 1992 ("Act"), effective July 22, 1992 (D.C. Law 9-129; D.C. Official Code § 31-5401 et seq.), provides insolvency protection for certain types of insurance policies and contracts. NOTE: Certain policies and contracts may not be covered or fully covered.

The insolvency protections provided by the Guaranty Association are generally conditioned on an individual being a resident of the District and are the insured or owner under a health insurance, life insurance, or annuity contract issued by a member insurer, or they are insured under a group policy insurance contract issued by a member insurer. Beneficiaries, payees or assignees of District insureds are also covered under the Act, even if they live in another state.

### **Coverage Limitations**

The Act also limits the amount the Guaranty Association is obligated to pay. The benefits for which the Guaranty Association may become liable shall be limited to the lesser of:

- The contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer; or
- With respect to any one life, regardless of the number of policies, contracts, or certificates:
  - > \$300,000 in life insurance death benefits for any one life; including net cash surrender or net cash withdrawal values;
  - > \$300,000 in the present value of annuity benefits, including net cash surrender or net cash withdrawal values;
  - > \$300,000 in the present value of structured settlement annuity benefits, including net cash surrender or net cash withdrawal values;
  - > \$300,000 for long-term insurance care benefits;
  - > \$300,000 for disability insurance;
  - > \$500,000 for basic hospital, medical, and surgical insurance, or major medical insurance;
  - > \$100,000 for coverage not defined as disability insurance or basic hospital medical and surgical insurance or major medical insurance or long term care insurance including any net cash surrender and net cash withdrawal values.

In no event is the Guaranty Association liable for more than \$300,000 with respect to any one life (\$500,000 in the event of basic hospital, medical, and surgical, and major medical claims).

Additionally, the Guaranty Association is not obligated to cover more than \$5,000,000 for multiple non-group policies of life insurance with one owner of regardless of the number of policies owned.

### **Exclusions Examples**

Policy or contract holders are not protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was domiciled in a state whose guaranty association law protects insureds that live outside of that state);
- Their insurer was not authorized to do business in the District of Columbia; or
- Their policy was issued by a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, a non-profit hospital or medical service organization, a health maintenance organization, or a risk retention group.

The Guaranty Association also does not cover:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Any plan or program of an employer or association that provides life, health, or annuity benefits to its employees or members and is self-funded;
- Interest rate guarantees which exceed certain statutory limitations;
- Dividends, experience rating credits or fees for services in connection with a policy;
- Credits given in connection with the administration of a policy by a group contract holder; or
- Unallocated annuity contracts.

### **Consumer Protection**

To learn more about the above referenced protections, please visit the Guaranty Association's website at [www.dclifega.org](http://www.dclifega.org). Additional questions may be directed to The District of Columbia Department of Insurance, Securities and Banking (DISB) will respond to questions not specifically addressed in this disclosure document.

Policy or contract holders with additional questions may contact either:

**District of Columbia  
Department of Insurance, Securities and Banking  
810 First Street, N.E., Suite 701  
Washington, DC 20002  
(202) 727-8000**

**District of Columbia  
Life and Health Guaranty Association  
1200 G Street, N.W.  
Washington, DC 20005  
(202) 434-8771**

Pursuant to the Act (D.C. Official Code § 31-5416), insurers are required to provide notice to policy and contract holders of the existence of the Guaranty Association and statutory coverage protections. Your insurer and agent are prohibited by law from using the existence of the Guaranty Association and the protection it provides to market insurance products. You should not rely on insolvency protection provided under the Act when selecting an insurer or insurance product. If you have obtained this document from an agent in connection with the purchase of a policy or contract, you should be aware that such delivery does not guarantee that the Guaranty Association would cover your policy or contract. Any determination of whether a policy or contract will be covered will be determined solely by the coverage provisions of the Act.

This disclosure is intended to summarize the general purpose of the Act and does not address all the provisions of the Act. Moreover, the disclosure is not intended and should not be relied upon to alter any right established in any policy or contract, or under the Act.